

# **Hampton Roads Metropolitan Medical Response System**

## **Strike Team Response Agreement**

This Response Agreement will address the sponsorship, response, staffing and training requirements associated with membership on the Hampton Roads Metropolitan Medical Response System (MMRS) Strike Team.

1. A Strike Team member requested to respond to an MMRS activation or participate in training and regional exercises will be provided coverage under the individual member's sponsoring jurisdiction's or agency's liability and compensation policies and plans, including, but not limited to, health, liability, and worker's compensation benefits. To the extent authorized by law, each participating jurisdiction and agency will provide for the payment of compensation and death benefits to its injured members of the responding Strike Team if such member(s) sustain injuries or are killed while rendering aid pursuant to this Response Agreement, in the same manner and on the same terms as if the injury or death were sustained within the member's own jurisdiction or agency.
2. Strike Team members responding to an incident will report to the areas designated when notification of an incident is received. Use of sponsoring jurisdiction or agency official vehicles is preferred.
3. Strike Team members will respond to the incident with personal protective equipment and clothing and/or other equipment issued to them by the MMRS and/or the sponsoring jurisdiction or agency.
4. Strike Team members will be made available to meet the initial and annual continuing education and training requirements of the MMRS. Members will be made available both on and off duty to assure compliance with the training requirements.
5. Strike Team members will be available to respond to an MMRS activation inside or outside of their jurisdiction/work location, both on and off duty. Members will respond at no cost to the affected/requesting locality provided they are responding to a properly executed MMRS incident and part of the Strike Team on call. If the incident is declared a "Disaster" by the Governor of Virginia and/or President of the United States, each jurisdiction and agency may be able to seek reimbursement as outlined by FEMA federally declared disaster requirements.
6. This agreement may be terminated by providing written notice 30 days prior to termination to the Hampton Roads MMRS Oversight Committee, c/o Tidewater Emergency Medical Services Council, Inc., 855 West Brambleton Ave., Norfolk, VA 23510-1001.

\_\_\_\_\_  
Jurisdiction/Agency Name (Sponsoring Jurisdiction/Agency)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date Signed

3/4/03

# **Hampton Roads Metropolitan Medical Response System**

## **Mutual Aid Agreement**

This AGREEMENT entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the member jurisdictions of the Hampton Roads Metropolitan Medical Response System (HRMMRS), being the Cities of Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg; the Counties of Gloucester, Isle of Wight, James City, Surry, York; and the Town of Smithfield, each duly and lawfully represented by the contracting officer executing this instrument:

### **RECITALS**

Whereas, each of the parties hereto maintains equipment and personnel for emergency response within its own jurisdiction; and

Whereas, it is deemed mutually beneficial to the parties hereto to enter into an agreement concerning mutual aid and cooperation with regard to emergency responses including fire, medical and suspected terrorism events that are conceivably beyond the abilities and/or resources of the affected party; and

Whereas, the parties hereto desire to augment their emergency response resources in times of mass casualty, disaster or terrorism events; and

Whereas, the parties hereto desire that the terms and conditions of this HRMMRS Mutual Aid Agreement be established:

Therefore, the parties hereto mutually agree as follows:

### **AGREEMENT**

1. In the event of an emergency in a party's jurisdiction that may necessitate the need of a mutual aid response, it shall be the duty of the requesting jurisdiction's incident commander to assure that the request for the mutual aid response is communicated per the requesting jurisdiction's policy.
2. In the event a request for a mutual aid response is properly made by the requesting jurisdiction, the responding equipment and personnel will be under the control of their own supervisor(s), the senior supervisor reporting to and taking direction from the requesting party's incident commander,
3. The incident commander of the requesting jurisdiction shall assume full command of the operations, but if that incident commander specifically requests the senior officer of the mutual aid response to assume command, that requesting party's incident commander shall NOT, by relinquishing command, be relieved of his/her responsibility for the operation.

4. The requesting party shall be responsible for designating a radio communications system for use by all emergency personnel. Should radio systems be incompatible, the incident commander and the senior officer of the mutual aid response shall coordinate communications.
5. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering assistance outside its boundaries. It is understood that for the purposes of this Agreement, the mutual aid response is rendering aid once it has entered the jurisdictional boundaries of the requesting party.
6. All pension, disability, worker's compensation, life and health insurance and other benefits enjoyed by personnel participating in the mutual aid response shall extend to the services they perform under this Agreement outside of their respective jurisdictions. Each party agrees that provisions of these benefits shall remain the responsibility of the participating personnel's jurisdiction.
7. Each party agrees that, in activities involving the rendering of assistance to a requesting party pursuant to this Agreement, each party shall:
  - a. Waive any and all claims against all other parties hereto which may arise out of their activities outside their respective jurisdictions; and
  - b. Indemnify and save harmless the other parties from all claims by third parties hereto for property damage or personal injury which may arise out of the activities of the other parties outside their respective jurisdictions.
8. The parties participating in this Agreement shall not be liable to each other for reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. No party shall be liable to any other for any other costs associated with, or arising out of, the rendering of assistance by a mutual aid response pursuant to this Agreement. However, should the incident be declared a disaster by the President of the United States and/or Governor of Virginia, it shall be incumbent upon the requesting jurisdiction to coordinate with the mutual aid team(s) the calculation of actual costs incurred for use of personnel and equipment. The requesting party shall also, upon receipt of reimbursement funds, coordinate with the mutual aid team(s) the disbursement of those funds related to personnel and equipment provided by the mutual aid team(s).
9. Any of the parties hereto may withdraw from this Agreement by giving thirty (30) days written notice to that effect to each of the other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, with their respective official seals affixed hereto and attested by their respective city, county or town Clerks, and indicating thereafter the ordinance or resolution authorizing the execution.

ATTEST:

City/County of \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
City/County Clerk Mayor/County Administrator

Resolution/Ordinance No. \_\_\_\_\_  
Adopted on \_\_\_\_\_

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